



DEPARTMENT OF THE NAVY

COMMANDER
U.S. FLEET FORCES COMMAND
1562 MITSCHER AVENUE SUITE 250
NORFOLK VA 23551-2487

5800
Ser CDA/122
17 May 2017

CAPT (Ret.) Timothy M. Conroy

(b)(7)(C)

Dear CAPT (Ret.) Conroy,

The Glenn Defense Marine Asia (GDMA) Consolidated Disposition Authority (CDA) Legal Staff has reviewed credible evidence that, while serving as Chief of Staff to Commander, Carrier Strike Group SEVEN:

- You accepted a gift of food, drinks, transportation and entertainment from GDMA, a prohibited source: specifically, a party at Bintang Palace following a dinner with the Royal Malaysian Navy in Kuala Lumpur, Malaysia, September 2008;
- You accepted a gift of transportation from GDMA, a prohibited source: specifically, transport to and from the pier and in and around Kuala Lumpur, Malaysia in sport utility vehicles, September 2008;
- You accepted a gift of drinks and entertainment from GDMA, a prohibited source: specifically, an after party at Tiananmen KTV in Singapore, October 2008;
- You accepted a gift of entertainment from GDMA, a prohibited source: specifically, the services of a prostitute in Singapore, October 2008; and
- You provided false official statements to Special Agent (b)(7)(C) during your interview on 5 January 2016, denying the acceptance by you or others of services of prostitutes in Singapore.

This serves as your opportunity to provide any desired input regarding these interactions. Any comments, additional information, or necessary context for these interactions will be considered by the GDMA CDA before reaching any final conclusions about the matters listed above.

Please provide any response no later than Monday, 29 May 2017. Should you have any questions or need additional time, please contact (b)(7)(C) or (b)(7)(C)@navy.mil.

Sincerely,

(b)(7)(C)

(b)(7)(C)



DEPARTMENT OF THE NAVY

COMMANDER
U.S. FLEET FORCES COMMAND
1562 MITSCHER AVENUE, SUITE 250
NORFOLK, VA 23551-2487

1650
Ser CDA/354
2 Feb 18

From: Commander, U.S. Fleet Forces Command
To: Secretary of the Navy

Subj: RECOMMENDATION ICO CAPT TIMOTHY CONROY, USN (RET)

Ref: (a) VCNO CDA Memo dtd 29 Aug 16
(b) Uniform Code of Military Justice
(c) 5 C.F.R. §2635.202
(d) 5 C.F.R. §2635.203
(e) U.S. Navy Regulations
(f) 5 C.F.R. §2635.205
(g) 5 C.F.R. §2635.702
(h) DoD 5500.07-R (JER), 3-209
(i) 10 U.S.C. §5947

Encl:

(b)(5)

1. Summary. As the Consolidated Disposition Authority (CDA) for the Glenn Defense Marine Asia (GDMA) matter per reference (a), I find that a preponderance of the evidence substantiates that from April 2008 to December 2009, while serving as Chief of Staff, Carrier Strike Group SEVEN (CSG 7), Captain Timothy Conroy, USN (Ret), violated the Standards of Ethical Conduct, the Joint Ethics Regulation, and Navy Regulations, and committed misconduct under reference (b). CAPT Conroy exercised very poor judgment when he accepted gifts from Mr. Leonard Francis and GDMA, both prohibited sources per reference (c) and (d). In addition, CAPT Conroy engaged in conduct that was unbecoming of an officer and a gentleman by accepting free attendance at events funded by Leonard Francis that involved alcohol and prostitutes. Further, by his acceptance of gifts from Mr. Francis and GDMA, CAPT Conroy failed to display the requisite leadership that is required of all senior leaders by reference (e).

2. Substantiated Allegations. I find that the evidence substantiates the following five allegations of misconduct:

a. On or about 19 August 2008, while serving as CSG 7 Chief of Staff, CAPT Conroy accepted the improper gift of a dinner event at the Chalet restaurant in Kuala Lumpur, Malaysia, from Leonard Francis/GDMA, a defense contractor and prohibited source.

b. On or about 19 August 2008, while serving as CSG 7 Chief of Staff, CAPT Conroy accepted the improper gift of transportation and a private party at the Bintang Palace in Kuala Lumpur, Malaysia, from Leonard Francis/GDMA, a defense contractor and prohibited source.

~~DELIBERATIVE PRE-DECISIONAL MATERIAL~~

Subj: RECOMMENDATION ICO CAPT TIMOTHY CONROY, USN (RET)

c. On or about 31 October 2008, while serving as CSG 7 Chief of Staff, CAPT Conroy accepted the improper gift of a private party in Singapore, from Leonard Francis/GDMA, a defense contractor and prohibited source.

d. On or about 31 October 2008, while serving as CSG 7 Chief of Staff, CAPT Conroy accepted the improper gift of the services of a prostitute in Singapore, from Leonard Francis/GDMA, a defense contractor and prohibited source.

e. On or about 19 August 2008 and on or about 31 October 2008, while serving as CSG 7 Chief of Staff, CAPT Conroy's conduct was unbecoming of an officer and a gentleman in that he impermissibly accepted free attendance at multiple events sponsored by Leonard Francis; CAPT Conroy was the senior U.S. Navy officer at these events; and these events involved excessive alcohol consumption and the presence of prostitutes, to the disgrace of the U.S. Armed Forces.

3. Discussion.

a. Background. CAPT Conroy served as Chief of Staff, CSG 7 on board USS RONALD REAGAN (CVN 76) from April 2008 to December 2009. Port visits in 2008 included Hong Kong, Kuala Lumpur, Malaysia, and Singapore.

b. Outline of substantiated allegations. I substantiated misconduct for CAPT Conroy's acceptance of a dinner event in Malaysia in 2008, where he was the senior member of the Strike Group staff in attendance because the Commander did not attend the dinner. More troubling was CAPT Conroy's attendance, with subordinate officers, at two private parties sponsored by Leonard Francis. These events were held in establishments known to allow its patrons to engage in prostitution activities. Leonard Francis would take these opportunities to identify and "target" other officers and "groom" them for participation in his criminal scheme to defraud the United States. I also substantiated misconduct for CAPT Conroy's acceptance of a private party in Singapore in 2008. This party was sponsored by Leonard Francis and included food, alcohol and entertainment, plus the services of prostitutes. CAPT Conroy, along with a junior officer liberty buddy accepted the services of two prostitutes paid for by Leonard Francis, and after the party took the prostitutes to a hotel room and engaged in sexual acts. CAPT Conroy's acceptance of gifts and unduly familiar relationship created a command climate that was exactly the opposite of the ethical stewardship that is called for in references (e) and (i). The following information is specific to each substantiated allegation:

(1) Acceptance of Dinner at the Chalet Restaurant in Kuala Lumpur, Malaysia, in August 2008. On or about 19 August 2008, CAPT Conroy and other U.S. Navy officers attended a dinner event (b)(7)(A) but which was

actually paid for by Leonard Francis and GDMA. CAPT Conroy was the senior person on the Strike Group staff present at the dinner because the Commander did not attend the dinner. The GDMA logo was prominently displayed at the center of the menu, which featured caviar, oysters, and options of lobster thermidor or wagyu beef. Additionally, the alcoholic drinks offered included Dom Perignon, Cristal, and Hennessy. (b)(7)(A), (b)(7)(D)

(b)(7)(A), (b)(7)(D) Leonard Francis spent over twenty-five thousand dollars (\$25,000) for the dinner, which equated to more than

Subj: RECOMMENDATION ICO CAPT TIMOTHY CONROY, USN (RET)

\$1000.00 per person. The CSG 7 Staff Judge Advocate (SJA) was not asked to conduct a legal review of the dinner in advance. The SJA discussed his concerns about the dinner afterwards with CAPT Conroy but did not believe he took those concerns seriously. The evidence shows that CAPT Conroy attended the dinner, paid nothing for it, and took no remedial action. (b)(7)(A), (b)(7)(D)

(b)(7)(A), (b)(7)(D)

(b)(7)(A), (b)(7)(D) Therefore, CAPT Conroy improperly accepted the gift of a dinner from a prohibited source.

(2) Acceptance of a Private Party at Bintang Palace in Kuala Lumpur, Malaysia, in August 2008. Following the dinner at the Chalet Restaurant, some of the officers, led by CAPT Conroy, accepted free transportation from GDMA in a private Hummer and attended a private party at Bintang Palace paid for by Leonard Francis. (b)(7)(A) Leonard Francis spent approximately five thousand dollars (\$5,000.00) at Bintang Palace on food, alcohol, and entertainment, including the services of women that Leonard Francis described as prostitutes. The evidence shows that CAPT Conroy attended the private party and paid nothing for it. Therefore, CAPT Conroy improperly accepted a gift of a private party from a prohibited source.

(3) Acceptance of a Private Party in Singapore, in October 2008. On 31 October 2008 during a port visit to Singapore, (b)(7)(A) CAPT Conroy and his junior officer liberty buddy, went to a private party with Leonard Francis at one of the hotels in Singapore. Leonard Francis paid for alcohol, entertainment, and the services of women described as prostitutes during that event. (b)(7)(A)

(b)(7)(A)

CAPT Conroy acknowledged that Leonard Francis paid for the event. Therefore, CAPT Conroy improperly accepted a gift of a private party from a prohibited source.

(4) Acceptance of the Services of a Prostitute in Singapore, in October 2008. Following the 31 October 2008 private party in Singapore, CAPT Conroy accepted the gift of the services of a prostitute, paid for by Leonard Francis. CAPT Conroy and his junior officer liberty buddy left the private party with two women whom they knew were prostitutes. (b)(7)(A)

(b)(7)(A)

(b)(7)(A) Therefore, CAPT Conroy improperly accepted a gift from a prohibited source, including the services of a prostitute.

(5) Conduct unbecoming an officer and gentleman, from August to October 2008. While serving as Chief of Staff, CSG 7, CAPT Conroy engaged in conduct that was below the minimum standards demanded of an officer and gentleman in the United States Navy. CAPT Conroy's conduct was unbecoming of an officer and a gentleman in that he accepted the impermissible gift of multiple events hosted and paid for by Leonard Francis involving excessive alcohol and the presence and services of prostitutes, to the disgrace of the armed forces. His willingness to accept those gifts provided the worst type of example for subordinate officers.

Subj: RECOMMENDATION ICO CAPT TIMOTHY CONROY, USN (RET)

The explanatory text of reference (b) notes that “[n]ot everyone is or can be expected to meet unrealistically high moral standards, but there is a limit of tolerance based on the customs of the service and military necessity below which the personal standards of an officer . . . cannot fall without seriously compromising the person’s standing as an officer . . . or the person’s character as a gentleman.” CAPT Conroy’s involvement with GDMA-funded dinners and private parties where he was provided alcohol, entertainment, and the services of prostitutes is conduct that fell well below that minimum baseline. Additionally, as the senior member of the Strike Group staff, he not only improperly participated himself, but also led others into an environment created by Leonard Francis that provided access to and the opportunity to “groom” other Navy officers for possible future involvement in his criminal enterprise.

c. Extent of Unduly Familiar Relationship with Leonard Francis and GDMA. The five substantiated allegations do not sufficiently document the unduly familiar and inappropriate relationship between CAPT Conroy and Leonard Francis/GDMA.

(1) CAPT Conroy admitted in his interview with investigators that (b)(7)(A)

(b)(7)(A)

(2) Additionally, (b)(7)(A), (b)(7)(D)

(b)(7)(A), (b)(7)(D)

(3) On the whole, the frequency with which CAPT Conroy communicated with and accepted gifts from Leonard Francis clearly exceeds any reasonable standard and created, at a minimum, the perception that CAPT Conroy leveraged his position as CSG 7 Chief of Staff for private gain. CAPT Conroy’s failure to maintain an arms-length relationship with a defense

(b)(7)(A)

Subj: RECOMMENDATION ICO CAPT TIMOTHY CONROY, USN (RET)

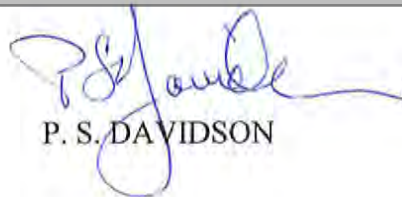
contractor and prohibited source, despite his training on ethical matters, was not in keeping with his duties as a Strike Group Chief of Staff and a senior officer in the U.S. Navy.

d. Cooperation with Investigation. CAPT Conroy's statements to DCIS on 19 March 2015 and 5 January 2016 reflect a lack acceptance of responsibility. CAPT Conroy made several statements to DCIS investigators that were later amended over the course of the interview. CAPT Conroy claimed to have received advice from two judge advocates that it was permissible to accept gifts of free dinners and drinks, although those judge advocates deny any such conversations. His statements, as reflected in the results of interview prepared by the investigators for this matter, reflect a lack of both forthrightness and appreciation for the significance of the fraud committed against the U.S. Navy.

4. Conclusion. In substantiating numerous instances of misconduct as set forth above, I found that CAPT Conroy's conduct constituted a grave and significant deviation from the standard expected of Naval Officers, especially those placed in senior leadership positions. Through his acceptance of several gifts and his inappropriate conduct, he improperly used the public office entrusted to him for his own private gain. As a senior officer, CAPT Conroy should have immediately appreciated the improper nature of the gifts, dinners and private parties being provided by Leonard Francis and GDMA. As the Strike Group Chief of Staff, CAPT Conroy was required to represent the Strike Group Commander, and as such was required to set the ethical tone for his subordinates. CAPT Conroy's unduly familiar relationship with Leonard Francis, frequent acceptance of gifts together with overall inappropriate behavior created an improper tone for CSG 7. In short, CAPT Conroy failed in his responsibilities as a senior leader afloat, a senior Naval Officer, and violated the ethos of ethical leadership expected of any member of the U.S. Navy.

5. Recommendations. I recommend you take the following actions:

(b)(5)


P. S. DAVIDSON

Copy to:
VCNO



DEPARTMENT OF THE NAVY

COMMANDER
U.S. FLEET FORCES COMMAND
1562 MITSCHER AVENUE, SUITE 250
NORFOLK, VA 23551-2487

5800
Ser CDA/243
20 Oct 17

From: Commander, U.S. Fleet Forces Command
To: CAPT Charles Johnson, USN

Subj: REQUEST FOR INFORMATION

1. The Glenn Defense Marine Asia (GDMA) Consolidated Disposition Authority (CDA) Legal Staff has reviewed credible evidence that:

a. While serving as Executive Officer, USS CUSHING (DD 985), you accepted the gift of a dinner, on or about 11-15 April 2004, in Port Klang, Malaysia, from GDMA and/or Leonard Francis, a prohibited source;

b. While serving as Readiness Officer, CTF-70/CSG-5, you accepted the gift of a subsidized wetting down reception, on or about 26 July 2006, at Raffles Long Bar in Singapore, from GDMA and/or Leonard Francis, a prohibited source. Additionally, that you accepted the gift of a subsidized wetting down reception in exchange for providing U.S. Navy plans to GDMA, and assisting GDMA by passing force protection marketing information provided by GDMA to the force protection officer;

c. While serving as Commanding Officer, USS MCCAMPBELL (DDG 85), you accepted the gift of transportation, a dinner, and beverages, on or about 19 January 2008, at the Ritz Carlton in Tokyo, Japan, from GDMA and/or Leonard Francis, a prohibited source;

d. While serving as Commanding Officer, USS MCCAMPBELL (DDG 85), you accepted the gift of a dinner, on or about 27 July 2009, at the Cha Cha Char Grill restaurant in Brisbane, Australia from GDMA/and or Leonard Francis, a prohibited source;

e. While serving as Commanding Officer, USS MCCAMPBELL (DDG 85), you accepted the gift of a dinner, on or about 30 July 2009, at the Il Centro restaurant in Brisbane, Australia from GDMA/and or Leonard Francis, a prohibited source;

f. While serving as Commanding Officer, USS MCCAMPBELL (DDG 85), you accepted the gift of fruit and/or chocolate, on or about 13 December 2009, in Yokosuka, Japan from GDMA/and or Leonard Francis, a prohibited source;

g. While serving as Commanding Officer, USS MCCAMPBELL (DDG 85), you accepted the gift of a pair of elephant vases, on or about 4 October 2010, from GDMA/and or Leonard Francis, a prohibited source;

h. While serving as Commanding Officer, USS MCCAMPBELL (DDG 85), from on or about January 2008 to October 2010, you accepted gifts from GDMA and/or Leonard Francis, in exchange for setting up an opportunity for GDMA representatives to socialize with your Executive Officer and department heads; and

Subj: REQUEST FOR INFORMATION

i. While serving as Deputy Commodore, Destroyer Squadron 31, on or about January to February 2014, you signed an official record, Form SF-86 (National Security Questionnaire), without including Leonard Francis as a foreign contact.

2. There is also additional information that was developed during the GDMA investigation that:

a. While serving as Readiness Officer, CTF-70/CSG-5, you accepted the gift of a dinner, on or about 30 August 2007, at the Chalet restaurant in Kuala Lumpur, Malaysia from GDMA and/or Leonard Francis, a prohibited source; and

b. While serving as Commanding Officer, USS MCCAMPBELL (DDG 85), you accepted the gift of steaks, on or about 28 December 2008, from GDMA and/or Leonard Francis, a prohibited source.

3. This serves as your opportunity to provide information concerning these allegations. Any information provided by you will be considered by the GDMA CDA in deliberations on this matter.

4. Please provide any response no later than 6 November 2017. Should you have any questions or need additional time, please contact (b)(7)(C)

(b)(7)(C)

@navy.mil.

(b)(7)(C)

(b)(7)(C)



DEPARTMENT OF THE NAVY

COMMANDER
U.S. FLEET FORCES COMMAND
1562 MITSCHER AVENUE SUITE 250
NORFOLK VA 23551-2487

5800
Ser CDA/109
30 Mar 2017

CAPT Charles Johnson, USN

Sent via email to:

(b)(7)(C)

Dear CAPT Johnson,

The Glenn Defense Marine Asia (GDMA) Consolidated Disposition Authority (CDA) Legal Staff has reviewed credible evidence that over multiple tours in the Western Pacific:

- As Executive Officer, USS CUSHING (DD 985), you received a gift from GDMA, a prohibited source; specifically, a dinner in Port Klang, Malaysia in 2004.
- As Readiness Officer, CSG 5, you received gifts from GDMA, a prohibited source; specifically, a subsidized wetting down at Raffles Long Bar in Singapore on 26 July 2006 and a dinner reception (b)(7)(A) at the Suisse Chalet in Port Klang, Malaysia on 30 August 2007.
- Prior to taking command of USS MCCAMPBELL (DDG 85), you received a gift from GDMA, a prohibited source; specifically an evening out at the Ritz Carlton in Toyko including dinner at the Azure Forty Five restaurant, drinks at the Labels bar, and round trip transportation from Yokosuka to Toyko.
- As Commanding Officer, USS MCCAMPBELL (DDG 85), you received gifts from GDMA, a prohibited source; specifically, two boxes of Japanese beef on or about 28 December 2008, a basket of produce and/or chocolates on or about 13 December 2009, and a pair of elephant vases on or about 4 October 2010.
- As Commanding Officer, USS MCCAMPBELL (DDG 85), you received further gifts from GDMA, a prohibited source; specifically, a dinner at Cha Cha Char Grill restaurant in Brisbane, Australia on 27 July 2009, a dinner at Il Centro restaurant in Brisbane, Australia on 30 July 2009, and a dinner reception (b)(7)(A) in Pattaya, Thailand on or about October 2010.

In addition, the CDA Legal Staff has reviewed credible evidence that you received all or some of the above gifts in recognition of services rendered or to be rendered, specifically:

- Delivering a compact disc containing GDMA marketing materials regarding force protection to the CSG 5 Force Protection Officer and Commander, Destroyer Squadron 15 on or about 30 July 2006.
- Providing GDMA with information regarding planned ship movements.

Should you choose to respond to this letter, the GDMA CDA will consider your response before reaching any final conclusions about the matters listed above.

Please provide any response no later than Friday, 7 April 2017. Should you have any questions or need additional time, please contact me at (b)(7)(C) or (b)(7)(C)@navy.mil.

Sincerely,

(b)(7)(C)

(b)(7)(C)

(b)(7)(C)

(b)(7)(C)

Friday, April 07, 2017 4:49

(b)(7)(C)

n:

at:

To:

Cc:

Subject:

[Non-DoD Source] CAPT Johnson response to GDMA / CDA letter

(b)(7)(C)

Thank you for the opportunity to reply. I wish to add some context to the second paragraph, I did not act in anyway based on the receptions, dinners and gifts.

The "services rendered" were not conducted to benefit GDMA, they were specifically rendered for what I thought and intended to be the Theater Security Cooperation mission and the Training and Readiness.

First the CD - it was a Force Protection set up for the Laem Chabang Port area just north of Phattaya Beach and Sattahip (the Thai Navy Base in the region), Thailand.

(b)(7)(E)

(b)(7)(E)

(b)(7)(E)

Again, I appreciate the opportunity to comment, and hopefully allow some context that paints a slightly different picture. Most of us out there at the time just wanted to continue our presence and increase our interoperability with Nations and the Navy's in the South China Sea region - unfortunately interaction with GDMA was part of that - not due to any operators decisions or actions - they were the agents we were given, and were more often than naught - unfortunately the way those Navy's interacted with us. Is that justifying wrongs to make a right — there is probably some of that - but I think it goes to intent, specifically knowing that my intent was to improve Theater Security and Cooperation, and find ways to train and operate with the Navy's in the region - something we continue to work at in the region! Obviously as then ensuring the Nations have another option other than China.

Thank you again - please let me know if you have and questions.

v/r

T Charles Johnson

(b)(7)(C)

**** I am currently scheduled to depart Hawaii on Monday 10 APR and arrive in Naples, Italy on Wednesday 12 APR (1800 Naples time). I will be available at this email address and once I have an email account established in Naples, I will reach so you have that email address and a phone number for contacting me.**

15 Nov 17

From: Captain Charles Johnson, US Navy
To: Commander, Fleet Forces Command
Ref: (a) Your ltr 5800 Ser CDA/243 of 20 Oct 17

(b) PHONCON FFC/ (b)(7)(C) of 1 Nov 17

Subj: REQUEST FOR INFORMATION

1. Reference (a) requested information in response to several allegations related to my involvement with Glenn Defense Marine Asia (GDMA) by 6 November 2017. Reference (b) documented a request for and approval to delay my response date until 16 November 2017. The following information is provided in response to the specific inquiries:

(a) Gifts: Reference (a) alleged that I received prohibited gifts from GDMA on three separate occasions between 2008 and 2010. Each gift was unsolicited. I received and accepted these gifts; however, I did not receive any personal benefit. In each instance my intent was to accept each as a gift to the Navy, not a personal gift. I did not comply with regulatory requirements to request official acceptance of these gifts.

- (1) The steaks and fruit basket were delivered by an unknown person to the ship's Quarterdeck while in-port Yokosuka Japan. I never saw the steaks. To the best of my recollection I received a call from the quarterdeck and simply advised the watch to send them down to the galley for the crew.
- (2) The fruit basket was delivered to my stateroom I recall, and I called either the Supply Officer or Assistant Supply Officer and asked him to take the fruit down to the mess line.
- (3) The vases were delivered during a port visit to Thailand, they were in the trunk of the CO's sedan, and the driver opened the trunk to give them after he dropped me at the ship on the night before our underway. I attempted to refuse but he would not take no for an answer. I brought them onboard and my expectation was that they would remain with the ship. As it turned out, after my departure, the wardroom shipped to me one of the vases along with my farewell plaque and ship's picture. They were all shipped to Virginia, my next duty station. I did not ask for or request that the vase be included with my personal affects. When the vase arrived it had been damaged in the mail and I threw it out. I did not file any sort of claim for the damaged vase.

(b) Dinners: Reference (a) alleged that I received the prohibited gift of a dinner from GDMA on five separate occasions between 2004 and 2008. Each dinner was to my recollection unsolicited. I received and accepted these dinner gifts.

(1) April 2004, Port Klang, Malaysia: (b)(7)(A) and I were liberty buddies and planned to go to dinner together. He told me that we were invited to dinner with the husbanding agent, and we went.

(2) January 2008, Tokyo, Japan: I was invited by (b)(7)(A) and assumed it was a C7F event. We walked off base and I saw there was private transportation arranged and I suspected something was wrong, and that this was not an official event. I should have declined to go at that moment, but failed to do so. I remained at the dinner party for the minimal time and took the first bus back to base.

(3) July 2009, Brisbane, Australia (2): I honestly do not recall the first dinner at Cha Cha Char Grill. (b)(7)(C) It was trying and tiring time. The first night in port, (b)(7)(A) and I planned to go get a quick bite and I do not recall anyone from GDMA being with us. It was a quick meal because (b)(7)(A) and I had to get back onboard because the next day (b)(7)(C). The second dinner I do recall. I do not recall who or how it was arranged. I tried to have a wardroom dinner/evening out in most ports just to build our camaraderie, I do not recall how the GDMA representative became involved but she did appear at the dinner, joined us and did pick up the tab for the evening. I was distracted (b)(7)(C) That is not an excuse. I knew better and failed to keep myself and my team from these dinners.

(4) August 2007, Kuala Lumpur, Malaysia: I can only recall one instance during the August 2007 port call to Kuala Lumpur where I received dinner. I did attend a reception where the Group staff and ship leadership were invited to a reception with the (b)(7)(A) I was one of many staff members who filled the numbers allotted to the staff and (b)(7)(A) If the credible evidence relates to a different evening, I do not recall it.

(c) Wetting Down. Reference (a) alleged that I received the prohibited gift of a subsidized wetting down reception from GDMA in July 2006. The subsidization was unsolicited by me, and I was unaware of it until it became obvious at the reception at that "Fat" Leonard was in attendance. The wetting down was for 4 members of the CSG-5 staff and (b)(7)(A) The other three of us gave our share of the money to him to set it up. In hindsight having it at the Raffles Hotel Long Bar was going to be expensive, however wetting downs are traditionally just for drinks and food is on the individuals and I paid either \$350 or \$500, I can't recall my exact share but it didn't seem out of the ordinary for the drink bill while he planned it. I had no reason to suspect anything but good intentions from (b)(7)(A) at the time. I did attend the wetting down, and I never followed up to discuss the attendance of Fat Leonard, or to offer reimbursement. I also did not attend the after party.

(d) Force Protection CD: While at the wetting down I was sitting at a table with (b)(7)(A) and Leonard Francis, and was handed a CD (I can't recall who handed it to me) and was explained that it was a layout of the pier and proposed FP plan as to what he could supply there. I was told it showed the new port facilities and a plan for CONEX boxes to create a perimeter to protect the ships as they were alongside the pier. My understanding was that he was already the husbanding agent for that port. I did not accept the disc and pass it on as a quid-pro-quo for the wetting down. In fact in my mind I did not connect the two as alleged in reference (a). I did give the disc to the FP Officer for his use for the Strike Group plan for the upcoming visit. The Navy goal was to have Carrier Strike Groups in Thailand (Phattaya Beach) since it had been quite a while since a carrier had been there. (b)(7)(E)

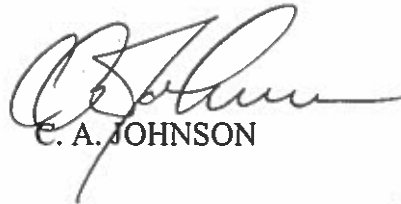
(b)(7)(E) I did not suspect this was inappropriate and only gave it the FP Officer for his consideration as to viable plans. I did not tell the FP Officer that this plan had to be used, or anything like that, just FYI here is one possibility suggested by the husbanding agent.

(e) Grooming Subordinates: Reference (a) alleged that I accepted gifts in exchange for creating opportunities for GDMA to socialize with my staff between 2008 and 2010: I deny this allegation. I did accept gifts as acknowledged above. However, I never discussed with any person from GDMA, or otherwise, that I would provide access to groom my crew for exploitation by GDMA. During any social event where a GDMA employee was present with my staff, I never intended to subject my staff to any improper influence from the GDMA employee or to otherwise benefit GDMA in any way. I never accepted any of the dinners or gifts noted above with the understanding or intent that I return favors to GDMA.

(f) SF-86: Reference (a) alleged that I signed an SF-86 (National Security Questionnaire) without listing Leonard Francis as foreign contact. I did not list Leonard Francis on the SF-86 I provided in January to February 2014. I left Japan in 2010 and did not think back to that time several years prior when updating the form. During the interview portion, I know we discussed professional contacts I had while stationed in Japan such as with JMSDF, the Korean Navy etc, but GDMA or Leonard Francis may have been discussed, I cannot recall with specificity, during the interview while discussing professional or official contact.

2. I would also like to point to other times that GDMA attempted to offer items or influence me that I rejected. These interactions demonstrate that I was not an active beneficiary or agent of GDMA during my nearly seven years in the Western Pacific. For example, during the same port visit where the vases were delivered, I received an email where Leonard asked me to join him and another Commanding Officer for an evening and I declined. During another port visit in Indonesia for Nations Fleet Review in 2009, I declined to ask GDMA for refuel as I realized at that time that it would have been excessively expensive.

3. I was stationed in Japan for over seven years over the course of three different tours. I acknowledge that I should never have received the benefit of the dinners as noted above. I also acknowledge that the gifts were improperly accepted, though I derived no personal benefit, they were accepted on behalf of and distributed to the crew. I should have coordinated those gifts with my ISIC and the staff judge advocate. I also should have corrected the funding of the wetting down once I realized the event cost more than we contributed. Absent those personal benefits, I did not groom my staff or otherwise attempt to improperly influence them for the benefit of GDMA, nor did I ever contemplate that my actions were a quid-pro-quo for the dinners and gifts I received. Finally, I never had any improper or unlawful agreements of any kind with GDMA or employees of GDMA.



C. A. JOHNSON



DEPARTMENT OF THE NAVY

COMMANDER
U.S. FLEET FORCES COMMAND
1562 MITSCHER AVENUE, SUITE 250
NORFOLK, VA 23551-2487

1650
Ser CDA/353
2 Feb 18

From: Commander, U.S. Fleet Forces Command
To: Secretary of the Navy

Subj: RECOMMENDATION ICO CAPT CHARLES JOHNSON, USN

Ref: (a) VCNO CDA Memo dtd 29 Aug 16
(b) Uniform Code of Military Justice
(c) 5 C.F.R. §2635.202
(d) 5 C.F.R. §2635.203
(e) U.S. Navy Regulations
(f) 5 C.F.R. §2635.205
(g) 5 C.F.R. §2635.702
(h) DoD 5500.07-R (JER), 3-209
(i) 10 U.S.C. §5947

Encl:

(b)(5)

1. Summary. As the Consolidated Disposition Authority (CDA) for the Glenn Defense Marine Asia (GDMA) matter per reference (a), I find that a preponderance of the evidence substantiates that Captain Charles Johnson, USN, violated the Standards of Ethical Conduct, the Joint Ethics Regulation, and Navy Regulations, and committed misconduct under reference (b), while serving as Executive Officer, USS CUSHING (DD 985) in the rank of Lieutenant Commander; Readiness Officer, Carrier Strike Group FIVE (CSG 5) in the ranks of Lieutenant Commander and Commander; Commanding Officer, USS MCCAMPBELL (DDG 85) in the rank of Commander; and Deputy Commodore, Destroyer Squadron THREE ONE (DESRON 31) in the rank of Captain. CAPT Johnson exercised very poor judgment when he accepted numerous and frequent gifts from Mr. Leonard Francis and GDMA, both prohibited sources per references (c) and (d). CAPT Johnson engaged in conduct that was unbecoming an officer and gentleman by attending multiple events funded by Mr. Francis, and by soliciting Mr. Francis to host one of these events. By his repeated acceptance of gifts from Mr. Francis and GDMA, CAPT Johnson failed to display the requisite leadership that is required of all commanding officers by reference (e).

2. Substantiated Allegations. I find that the evidence substantiates the following ten allegations of misconduct:

a. Between on or about 11 and 15 April 2004, while serving as USS CUSHING (DD 985) Executive Officer, CAPT Johnson improperly accepted the gift of dinner in Kuala Lumpur, Malaysia, from Mr. Leonard Francis/GDMA, a defense contractor and prohibited source;

Subj: RECOMMENDATION ICO CAPT CHARLES JOHNSON, USN

b. On or about 26 July 2006, while serving as Carrier Strike Group FIVE (CSG 5) Readiness Officer, CAPT Johnson improperly accepted the gift of a subsidized wetting down reception at Raffles Long Bar in Singapore from Mr. Leonard Francis/GDMA, a defense contractor and prohibited source;

c. On or about 19 January 2008, while serving as Carrier Strike Group FIVE (CSG 5) Readiness Officer, CAPT Johnson improperly accepted the gift of transportation, dinner and drinks at the Ritz Carlton hotel in Tokyo, Japan from Mr. Leonard Francis/GDMA, a defense contractor and prohibited source;

d. On or about 27 July 2009, while serving as USS MCCAMPBELL (DDG 85) Commanding Officer, CAPT Johnson improperly accepted the gift of a dinner at Cha Cha Char Grill restaurant in Brisbane, Australia from Mr. Leonard Francis/GDMA, a defense contractor and prohibited source;

e. On or about 30 July 2009, while serving as USS MCCAMPBELL (DDG 85) Commanding Officer, CAPT Johnson improperly solicited and accepted the gift of a dinner at Il Centro restaurant in Brisbane, Australia from Mr. Leonard Francis/GDMA, a defense contractor and prohibited source;

f. On or about 13 December 2009, while serving as USS MCCAMPBELL (DDG 85) Commanding Officer, CAPT Johnson improperly accepted the gift of fruit and/or chocolate from Mr. Leonard Francis/GDMA, a defense contractor and prohibited source;

g. On or about 4 October 2010, while serving as USS MCCAMPBELL (DDG 85) Commanding Officer, CAPT Johnson improperly accepted the gift of a pair of elephant vases from Mr. Leonard Francis/GDMA, a defense contractor and prohibited source;

h. On divers occasions from on or about January 2008 to on or about October 2010, while serving as Carrier Strike Group FIVE (CSG 5) Readiness Officer and as USS MCCAMPBELL (DDG 85) Commanding Officer, CAPT Johnson improperly received gifts from Mr. Leonard Francis/GDMA, a prohibited source, in recognition of services rendered or to be rendered, including but not limited to, setting up an opportunity for GDMA representatives to socialize with his Executive Officer and department heads, and providing U.S. Navy plans to GDMA, which services related to official matters in which the United States was and is interested, to wit: maintaining ethical relationships between service members and contractors, and preventing the dissemination of Navy plans to unauthorized recipients;

i. On divers occasions from on or about July 2006 through December 2009, while serving as Carrier Strike Group FIVE (CSG 5) Readiness Officer and as USS MCCAMPBELL (DDG 85) Commanding Officer, CAPT Johnson's conduct was unbecoming an officer and gentleman;

j. On or about 3 January 2014 and on or about 7 February 2014, while serving as DESRON 31 Deputy Commodore, CAPT Johnson, with intent to deceive, signed an official record, to wit: a Form SF-86 national security questionnaire, which record was false in that it failed to admit his

Subj: RECOMMENDATION ICO CAPT CHARLES JOHNSON, USN

contacts with Mr. Leonard Francis over the preceding seven years, and was then known by CAPT Johnson to be false.

3. Discussion.

a. Background. CAPT Johnson served in the following grades and billets throughout the time in which he committed misconduct:

LCDR	XO, USS CUSHING	Dec 2003 – Sep 2005
LCDR/CDR	Readiness Officer, CTF-70/CSG 5	Sep 2005 – Apr 2008
CDR	CO, USS MCCAMPBELL	Dec 2008 – Oct 2010
CAPT	Deputy Commodore, DESRON 31	Dec 2013 – Aug 2015

b. Outline of substantiated allegations. I substantiated misconduct for CAPT Johnson's acceptance of numerous dinner events, a subsidized wetting down, and gifts spanning from 2004 to 2010. Even more troubling, however, was CAPT Johnson's willingness to expose his department heads to Leonard Francis so that he could gain access to them. Leonard Francis would take these opportunities to identify and "target" other officers and "groom" them for possible participation in his criminal scheme to defraud the United States. The following information is specific to each substantiated allegation:

(1) Acceptance of a dinner in Port Klang, Malaysia in April 2004. Between 11 April and 15 April 2004, the CUSHING made a port visit to Port Klang, Malaysia. During that port visit, Leonard Francis took CAPT Johnson and (b)(7)(A) out to dinner. CAPT Johnson stated in his interview with DCIS that (b)(7)(A). Therefore, CAPT Johnson improperly accepted a gift from a prohibited source.

(2) Acceptance of a subsidized wetting down in Singapore in July 2006. On 26 July 2006, CAPT Johnson co-hosted a wetting down in Singapore to celebrate his promotion to Commander. Leonard Francis and GDMA paid more than \$6000 for the event and were partially reimbursed by the officers hosting the event. (b)(7)(A) another co-host of the wetting down. (b)(7)(A) CAPT Johnson paid \$500 for his portion of the wetting down. His portion actually cost \$1,395.05. At the conclusion of the event, CAPT Johnson (b)(7)(A). CAPT Johnson knew or should have known that the wetting down was subsidized by Leonard Francis. Therefore, CAPT Johnson improperly accepted a gift from a prohibited source.

(3) Graft. While attending the wetting down, CAPT Johnson accepted a CD containing GDMA force protection marketing materials. (b)(7)(A)

(b)(7)(A)

CAPT Johnson wrongfully accepted the gift of a subsidized wetting down in recognition of services to be rendered, to include providing GDMA force protection marketing materials to CSG 5 and CDS 15 Force Protection Officers, and disclosing information pertaining to ship movements and port calls to a defense contractor.

(4) Acceptance of a (b)(7)(A) in Tokyo, Japan in January 2008. On 19 January 2008, Leonard Francis hosted a (b)(7)(A) including CAPT Johnson. Leonard Francis reserved luxury van vehicles to transport the officers to and from the Ritz Carlton. The per person cost of transportation was more than \$100. At the hotel, Leonard Francis paid for cocktails and dinner. (b)(7)(A)

(b)(7)(A), (b)(7)(D)

(b)(7)(A), (b)(7)(D)

(b)(7)(A), (b)(7)(D)

CAPT Johnson admits to participating in this event. Therefore, CAPT Johnson improperly accepted a gift from a prohibited source.

(5) Brisbane, Australia, July 2009. While in command of the MCCAMPBELL, the ship visited Brisbane, Australia in July 2009. (b)(7)(A), (b)(7)(D)

(b)(7)(A), (b)(7)(D)

While in Brisbane, CAPT Johnson accepted the gift of two dinner events hosted by Leonard Francis and GDMA.

(a) Acceptance of a dinner at Cha Cha Char Grill in Brisbane, Australia in July 2009. On 27 July 2009, Ed Aruffo, the GDMA Japan Country Representative, hosted CAPT Johnson and (b)(7)(A) MCCAMPBELL, at Cha Cha Char Grill in Brisbane, Australia. While at the dinner, (b)(7)(A), (b)(7)(D)

(b)(7)(A)

(b)(7)(A) The dinner cost more than \$75 per person and was paid for by GDMA. CAPT Johnson did not deny that he attended the dinner. Therefore, CAPT Johnson improperly accepted a gift from a prohibited source.

(b) Solicitation and acceptance of a dinner at Il Centro in Brisbane, Australia in July 2009. On 29 July 2009, CAPT Johnson asked (b)(7)(A), (b)(7)(D) to support a department head dinner on the following night in order to "indoctrinate these guys into Leonard's way of doing business before they make XO." On 30 July 2009, CAPT Johnson led his Executive Officer and several Department Heads to a dinner at Il Centro. (b)(7)(A)

(b)(7)(A)

According to an internal GDMA email, CAPT Johnson was "blasted" at the dinner. The dinner cost approximately \$180 per person and was paid for by GDMA. Therefore, CAPT Johnson improperly solicited and accepted a gift from a prohibited source.

(c) Graft. CAPT Johnson invited his Executive Officer, (b)(7)(A)

(b)(7)(A)

to the dinner at Il Centro with the intent to introduce them to GDMA. This action is consistent with Leonard Francis's *modus operandi* to develop

Subj: RECOMMENDATION ICO CAPT CHARLES JOHNSON, USN

relationships with U.S. Navy officers. CAPT Johnson was given gifts and dinners over the following years in recognition of his actions on behalf of GDMA, including his efforts to facilitate the introduction of CAPT Johnson's department heads to GDMA. Therefore, CAPT Johnson wrongfully accepted gifts in recognition of services rendered, specifically, arranging a dinner with his department heads to facilitate an introduction to GDMA.

(6) Acceptance of a gift basket in Yokosuka, Japan in December 2009. On 13 December 2009, (b)(7)(A), (b)(7)(D) These gift baskets included boxes of chocolates, boxes of strawberries, and genetically altered apples. (b)(7)(A)

(b)(7)(A) CAPT Johnson received one of these baskets and did not report it or return it to GDMA. Therefore, CAPT Johnson improperly accepted a gift from a prohibited source.

(7) Acceptance of elephant vases in October 2010. On 4 October 2010, a pair of elephant vases worth approximately \$900-\$960 was delivered to CAPT Johnson. CAPT Johnson (b)(7)(A) CAPT Johnson did not report the vases, nor did he return them to GDMA. CAPT Johnson also told NCIS that at least one of the vases was shipped to his home in Virginia, although it arrived broken and he threw away the pieces. Therefore, CAPT Johnson improperly accepted a gift from a prohibited source.

(8) Conduct unbecoming an officer and gentleman (2006-2010). While serving as Readiness Officer, CTF-70/CSG 5, and Commanding Officer, MCCAMPBELL, CAPT Johnson engaged in conduct that was below the minimum standards demanded of an officer and gentleman in the United States Navy. CAPT Johnson's conduct was unbecoming an officer and gentleman in that he accepted the impermissible gift of multiple events hosted and paid for by Leonard Francis involving alcohol, as well as other high value gifts, to the disgrace of the armed forces. The explanatory text of reference (b) notes that "[n]ot everyone is or can be expected to meet unrealistically high moral standards, but there is a limit of tolerance based on the customs of the service and military necessity below which the personal standards of an officer . . . cannot fall without seriously compromising the person's standing as an officer . . . or the person's character as a gentleman." CAPT Johnson's conduct fell well below that minimum baseline. CAPT Johnson's involvement with GDMA funded dinners and private parties where GDMA offered and provided alcohol and entertainment, as well as the creation of an atmosphere in which Leonard Francis had the opportunity to "groom" other Navy officers for future involvement in a complex and extensive enterprise used to defraud the United States, provide ample evidence of his failure in this regard.

(9) False official statements. CAPT Johnson failed to disclose his contacts with Francis during his security clearance renewal application in January and February 2014.

(a) 3 January 2014. On 16 September 2013, Francis was arrested by federal authorities. There was significant media interest. On 3 January 2014, CAPT Johnson completed and signed a SF-86 form, which asks whether an applicant for a security clearance has had "close and/or continuing contact with a foreign national within the last seven years (7) years with whom

Subj: RECOMMENDATION ICO CAPT CHARLES JOHNSON, USN

you . . . are bound by affection, influence, common interests, and/or obligation.” CAPT Johnson indicated “No” in that section without providing any additional information.

(b) 7 February 2014. On 7 February 2014, CAPT Johnson participated in an in-person interview to complete his security clearance renewal application. During that interview, CAPT Johnson did not disclose his association with Leonard Francis.

(c) Therefore, CAPT Johnson failed to report his close and/or continuing contact with Francis on his SF-86 security clearance renewal, which constituted a false official statement.

c. Extent of Unduly Familiar Relationship with Leonard Francis. CAPT Johnson maintained an unduly familiar relationship with Leonard Francis that began when CAPT Johnson was serving as Executive Officer, USS CUSHING (DD 985). Between 2004 and 2010, CAPT Johnson accepted numerous gifts directly from Francis and from GDMA, both prohibited sources. The frequency with which CAPT Johnson accepted gifts from Leonard Francis clearly exceeds any reasonable standard and created, at a minimum, the perception that CAPT Johnson leveraged his position of authority in the U.S. Navy for private gain.

(1) In addition to the substantiated allegations (b)(5)

(b)(5)

(b)(5)

Additionally, CAPT Johnson admits that at some point during his tour as CTF-70/CSG 5 Readiness Officer between September 2005 and April 2008, he was warned by the CSG 5 Staff Judge Advocate to be generally cautious of Mr. Francis.

(b)(7)(A), (b)(7)(D)

2009 Brisbane, Australia port call, the GDMA representative told Mr. Francis, “You were right, Chuck Johnson is in your pocket.” (b)(7)(A), (b)(7)(D), (b)(7)(E) that CAPT Johnson was “tight with GDMA.” CAPT Johnson’s failure to maintain an arms-length relationship with a defense contractor and prohibited source was not in keeping with his duties as a Commanding Officer and a senior officer in the U.S. Navy.

(3) Lastly, CAPT Johnson and Mr. Francis became Facebook friends. On 25 September

(b)(7)(A), (b)(7)(D)

¹ With regard to CAPT Johnson’s attendance at a GDMA-hosted dinner, (b)(7)(A), (b)(5)

(b)(7)(A), (b)(5)

Subj: RECOMMENDATION ICO CAPT CHARLES JOHNSON, USN

(b)(7)(A), (b)(7)(D)

(4) CAPT Johnson's frequent interaction and unduly familiar relationship with Leonard Francis, his repeated acceptance of gifts, and his inappropriate behavior fell well below the standard expected of senior officers in the U.S. Navy.

4. Conclusion. In substantiating numerous instances of misconduct as set forth above, I found that CAPT Johnson's conduct constituted a grave and significant deviation from the standard expected of Naval Officers, especially those placed in command. Through his acceptance of numerous gifts and his inappropriate conduct, he improperly used the public office entrusted to him for his own private gain. As a senior officer, CAPT Johnson should have immediately appreciated the improper nature of the gifts, dinners, and private parties being provided by Leonard Francis and GDMA. As the MCCAMPBELL Commanding Officer, CAPT Johnson was required to set the ethical tone for his subordinates. CAPT Johnson's personal relationship with Leonard Francis, solicitation and frequent acceptance of gifts together with overall inappropriate behavior created an improper tone for his command. In short, CAPT Johnson failed in his responsibilities as a Commanding Officer and a senior Naval Officer, and violated the ethos of ethical leadership expected of any member of the U.S. Navy.

5. Recommendations. I recommend you take the following actions:

(b)(5)


P. S. DAVIDSON

Copy to:
VCNO



DEPARTMENT OF THE NAVY
COMMANDER
UNITED STATES FLEET FORCES COMMAND
1562 MITSCHER AVENUE SUITE 250
NORFOLK VA 23551-2487

5800
Ser CDA/ 454
5 Jul 18

From: Commander, United States Fleet Forces Command
To: Chief of Naval Personnel
Naval Inspector General

Subj: ADVERSE INFORMATION ICO ICO CAPT CHARLES JOHNSON, USN

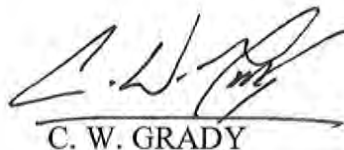
Ref: (a) SECNAV memo dtd 30 Sep 15
(b) VCNO ltr 5800 Ser N09D/18U112912 of 5 May 18
(c) DoD Instruction 1320.04

Encl: (1) SECNAV ltr of 14 Jun 18

1. As the Consolidated Disposition Authority for the Glenn Defense Marine Asia (GDMA) matter per references (a) and (b), I reviewed evidence of possible misconduct involving CAPT Charles Johnson, USN, while he served in a number of U.S. Navy leadership positions in the U.S. SEVENTH Fleet Area of Operations from 2004 to 2010. Enclosure (1) is a Secretarial Letter of Censure issued to CAPT Johnson, which identifies the substantiated findings of misconduct.

2. The substantiated findings set forth in enclosure (1) constitute adverse information in accordance with reference (c). The CDA does not have the legal authority to require reimbursement or restitution for the value of gifts received, nor would it be appropriate in this case.

3. My point of contact for this matter is (b)(7)(C) may be reached at (b)(7)(C)@navy.mil.



C. W. GRADY

Copy to:
VCNO (N09D)
NCIS [REDACTED]
DCIS [REDACTED]

26 Oct 2017

From: (b)(7)(C) Civilian Counsel for RADM Richard Wren, USN (Ret)
To: Commander, United States Fleet Forces Command

Subj: RESPONSE TO ALLEGATIONS OF WRONGDOING REGARDING LEONARD FRANCIS AND GLENN DEFENSE MARINE ASIA (GDMA)

Encl: (1) Copy of (b)(7)(C) 8 and 9 showing entry in Singapore 25 June 2003 and departing Singapore 01 July 2003.

1. Please accept this correspondence on behalf of RADM Richard Wren, USN (Ret) (hereinafter RADM Wren) as his response to the allegations of wrongdoing specified in your 12 Sep 2017 letter regarding interactions RADM Wren had with Leonard Francis and representatives of GDMA during RADM Wren's tenure as Commanding Officer, USS CARL VINSON (CVN 70), Commander, CARRIER STRIKE GROUP 5, and Commander, U.S. Naval Forces Japan (CNFJ).
2. On behalf of RADM Wren, thank you for providing the opportunity to review the evidence assembled in support of the allegations of wrongdoing. While the access was limited, it provided me with a meaningful opportunity to consult with RADM Wren and to assist him in recalling the alleged events as well as any context and circumstances surrounding the alleged events. This opportunity was critical given the extended length of time that has passed since the alleged events.
3. RADM Wren asserts that while serving as Commander, CARRIER STRIKE GROUP 5, and Commander, U.S. Naval Forces Japan, he quickly became wary of Leonard Francis and GDMA. While RADM Wren was aware GDMA was a commonly used and frequently sole husbanding agent in many ports, his well-founded caution originated from advice he received from predecessors as well as rumors that permeated the WESTPAC region regarding questionable billing practices by GDMA. While mindful of his status as an ambassador and senior representative for the U.S. Navy, he consistently advised his staffs, as the evidence amply supports, that he wanted to limit his personal contact with Leonard Francis.
4. Affable and engaging by nature, RADM Wren was cognizant of the need to maintain a good working relationship with the then primary husbanding agent responsible for theater-wide support and security of strike group Sailors and ships. In retrospect, RADM Wren acknowledges that he may have appeared too cordial and personal with the language he used in limited correspondence with Leonard Francis and that this welcoming tone may have contributed to Leonard Francis believing he was cultivating a "relationship" with RADM Wren that Mr. Francis could later exploit to his advantage. While this was never RADM Wren's intent, he accepts responsibility for any impact his actions may have had on GDMA's attempt to exploit common correspondence for unlawful gain.

5. Specifics regarding the allegations contained in paragraphs 1(a)(2), 1(b)(1) and 1(c)(1) of your 12 Sep 2017 letter.

a. While RADM Wren normally preferred to stay on board USS KITTY HAWK (CV 63) during port visits, any personal hotel reservations were made on his behalf by his Flag Aide.

(b)(7)(A)

b. When RADM Wren attended a reception in honor of the 50th Anniversary of Malaysia on or about 30 August 2007, he at all times understood the reception

(b)(7)(A)

Specifically, RADM Wren received a written invitation from the

(b)(7)(A)

year of independence. Since Mr. Francis had previously made numerous unsuccessful attempts to secure RADM Wren's presence at other dinners or functions hosted by GDMA, RADM Wren suspected that Mr. Francis, due to his Malaysian ties, might be involved in the event. While unaware whether Mr. Francis' involvement with the reception was permissible under Malaysian law, RADM Wren did express concern to his staff that U.S. Navy attendance at the event could be construed as receiving improper benefits from a U.S. Government contractor in violation of Federal ethics rules. Accordingly, RADM Wren discussed the invitation with his staff, including

(b)(7)(A), (b)(7)(C)

RADM Wren was advised by then

(b)(7)(A), (b)(7)(C)

that given the event

(b)(7)(A)

(b)(7)(A)

(b)(7)(A)

Upon arriving at the reception, RADM Wren observed Leonard Francis sitting at the head table with the and became further concerned about the propriety of his and his subordinate officers' attendance at the event. In the moment, balancing the ethical concerns regarding attending an event that may have been

(b)(7)(A)

(b)(7)(A)

if he and his subordinate officers abruptly left the event, RADM Wren chose to remain and

(b)(7)(A)

c. RADM Wren readily acknowledges that Leonard Francis presented a model of USS KITTY HAWK (CV 63) at the reception, and that this posed a situational dilemma for RADM Wren. Not wanting to offend RADM Wren accepted the model at the event and subsequently sought the advice of his SJA and staff regarding what to do with the model. To the best of RADM Wren's memory, his aide and SJA handled the matter and ultimately the model was accepted as a gift on behalf of the U.S. Government. The model was initially placed on display on board USS KITTY HAWK (CV 63), and was then moved to CNFJ spaces subsequent

to the decommissioning of USS KITTY HAWK (CV 63). RADM Wren never personally accepted the model nor is he in possession of any model of USS KITTY HAWK (CV 63). In retrospect and upon significant reflection regarding this event, RADM Wren concedes that while he made the right real-time decision, he should have been more proactive after the event by informing his chain of command about the circumstances rather than solely relying on the advice of his SJA. But at no time did RADM Wren accept any personal invitation from Leonard Francis or any other GDMA representative to attend this event. (b)(7)(A)

(b)(7)(A) RADM Wren considered his and his staff's attendance to be an official, diplomatic duty. (b)(7)(A), (b)(7)(D)

(b)(7)(A), (b)(7)(D) RADM Wren has no memory of ever seeing or receiving a pewter knife from Leonard Francis, whether at this reception or at any other time.

6. Specifics regarding the allegations contained in paragraphs 1(a)(3) and 1(c)(2) in your 12 Sep 2017 letter. RADM Wren has no memory of this dinner with Leonard Francis. RADM Wren acknowledges that it was not unusual that (b)(7)(A), (b)(7)(C) may have arranged entry onto Naval Base Yokosuka for GDMA representatives, but RADM Wren has no specific memory of any such visit. (b)(7)(A), (b)(7)(D)

7. Specifics regarding the allegations contained in paragraphs 1(a)(4) and 1(b)(3) in your 12 Sep 2017 letter.

a. RADM Wren acknowledges attending this dinner based on the evidence, but does not recall the invitation for this dinner or what its purpose was. As with any function he attended while Commander, CARRIER STRIKE GROUP 5, the matter would have been vetted through his SJA to determine whether it was appropriate for he and his staff to attend. Nonetheless, without more details RADM Wren is unable to determine the purpose of this event or recall additional attendees.

(b)(7)(A)

c. RADM Wren has no memory of creating any invitation list for a reception on board USS KITTY HAWK (CV 63) on 28 April 2008 while in Hong Kong. This reception was likely requested by the U.S. Consulate General Hong Kong, and any invitation list would have been provided by that office to RADM Wren's Protocol Officer at the time, then (b)(7)(C). If Leonard Francis was on the invitation list, it was because the U.S. Consulate General put him on the list, not RADM Wren. This was not an effort by RADM Wren to convey a personal invitation to Leonard Francis or to cultivate any "relationship" with Mr. Francis.

8. Specifics regarding the allegations contained in paragraph 1(b)(2) in your 12 Sep 2017 letter.

(b)(7)(A), (b)(7)(C)

9. Specifics regarding the allegation contained in paragraph 1(a)(1) in your 12 Sep 2017 letter.

a. RADM Wren has no memory of attending a dinner hosted by Leonard Francis on 27 June 2003. USS CARL VINSON (CVN 70) was approximately six (6) months into a ten (10) month deployment when (b)(7)(C)

(b)(7)(C) is attached as enclosure (1). RADM Wren spent several thousand dollars for plane tickets and hotel accommodations (b)(7)(C)

(b)(7)(C)

(b)(7)(A), (b)(7)(C), (b)(7)(D)

(b)(7)(A)

Having had the invitation described to him by me, RADM Wren has no memory of ever seeing such an invitation. On RADM Wren's behalf, I respectfully request you carefully consider the authenticity of this purported personal invitation to RADM Wren.

10. Regarding the specific allegation in paragraph 1(c)(3) in your 12 Sep 2017 letter. RADM Wren acknowledges, based on evidence, that in (b)(7)(A), (b)(7)(D)

(b)(7)(A), (b)(7)(D)

(b)(7)(A), (b)(7)(D)

RADM Wren had detached as Commander, CARRIER STRIKE GROUP 5 on

17 December 2008 and did not assume CNFJ until April 2009, and therefore was residing in temporary quarters without staff support. Though he has no specific memory of such a gift, RADM Wren acknowledges that at some point he apparently identified the source of food items anonymously left at his temporary personal residence on board Naval Base Yokosuka, soon after his outgoing change-of-command, to be GDMA. Regrettably, RADM Wren assumes he must have converted a portion of those items to personal use (a holiday meal or toast) before later moving any remaining items to the “wine and liquor locker” at 17 Halsey, the CNFJ residence, using the procedures described below in paragraph 11. Accordingly, RADM Wren accepts responsibility for accepting this unsolicited gift from a prohibited source.

11. Specifics regarding the allegations contained in paragraphs 1(c)(4), 1(c)(5) and 1(c)(6) in your 12 Sep 2017 letter.

a. Other than as described above in paragraph 10, RADM Wren asserts he never knowingly accepted any food items or other consumable items from Leonard Francis or GDMA representatives. RADM Wren respectfully asks you to consider, as you may already know, that a culture of gift giving was and remains endemic in the Japanese culture of hospitality. It was not uncommon during RADM Wren’s tenure as Commander, CARRIER STRIKE GROUP 5 and Commander, U.S. Naval Forces Japan, for consumable or perishable items, such as food, liquor, sake, cigars, flowers or fruit to be left at his official residence without any indication as to who left the items. In such situations, RADM Wren consulted his Flag Aide, who in turn consulted his SJA, and if the item or items left were consumable or perishable, RADM Wren was advised that the appropriate action was for the SJA to handle the items as gifts to the U.S. Navy. The items were then preserved in the residence “wine and liquor locker,” which included perishable food items, for use at subsequent official Navy functions frequently hosted at the residence, where the items were prepared by the residence culinary staff and consumed by attendees of such functions.

b. RADM Wren has no memory of ever stating to

(b)(7)(A), (b)(7)(C), (b)(7)(D)

(b)(7)(A), (b)(7)(C), (b)(7)(D)

(b)(7)(A), (b)(7)(C), (b)(7)(D)

13. As you know, thank you letters, or “BZ” letters, were frequently sent as a professional recognition or common courtesy, and often used as a tool to build or reinforce fledgling strategic relationships in the WESTPAC region. While RADM Wren did provide Mr. Francis with two such letters very early on in his tour as Commander, CARRIER STRIKE GROUP 5, the evidence demonstrates that on numerous other occasions, specifically on 7 September 2007, 25 September 2007, 4 March 2009, 26 September 2009, and 9 October 2009, Leonard Francis sought additional such letters of support or a meeting with RADM Wren, and RADM Wren simply declined to respond or politely diverted the conversation to husbanding issues. Additionally, after the 1 September 2007 “BZ” letter, RADM Wren only expressed gratitude to Mr. Francis using email in an effort to further distance himself from Mr. Francis and limit Mr. Francis’ attempted exploitation of such common correspondence.

14. Before making your final decision in this matter, RADM Wren asks that you consider nearly every individual who was asked about RADM Wren during this investigation identified him as an officer of high integrity who respected the ethics rules and who was at all times increasingly wary of the business practices of Leonard Francis and GDMA. Accordingly, RADM Wren ensured his respective legal staffs had a process in place to evaluate all invitations to functions and apparent gifts from non-government sources. RADM Wren affirms that any dinner or reception he attended as Commander, CARRIER STRIKE GROUP 5 or Commander, U.S. Naval Forces Japan, was vetted and approved by his legal staff prior to attending; otherwise, he would not have attended nor would he have allowed staff members to attend. RADM Wren further affirms that any item fairly considered to be a gift from a non-government source to him in his capacity as Commander, CARRIER STRIKE GROUP 5 or Commander, U.S. Naval Forces Japan was reported to his legal staff, properly vetted through his aide and legal staff, and with the exception of the items discussed in paragraph 10 above, were handled in accordance with the advice he received regarding each specific item. Again, after a considerable amount of thought, research and consultation regarding the alleged wrongdoing, and after substantial and sincere

retrospective reflection upon the alleged wrongdoing and the information compiled to support it, RADM Wren admits and concedes his communications, albeit limited, with Leonard Francis at times were too familiar and personal. To the extent these communications contributed to the ability of Leonard Francis and GDMA to mask unlawful business practices with the U.S. Navy, RADM Wren accepts full responsibility for his actions. That said, at no time did RADM Wren, to the best of his knowledge and memory, attend any dinners hosted by Leonard Francis or GDMA pursuant to a personal invitation from Leonard Francis nor did RADM Wren, other than as specifically discussed in this correspondence, knowingly receive any gifts from Leonard Francis personally or from GDMA.

15. On behalf of RADM Wren, thank you for considering this correspondence before making your decision regarding RADM Wren.

(b)(6), (b)(7)(C)